

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

DONALD MADDOX,	§	
Plaintiff	§	
Vs.	§	
TEXAS OCCUPATIONAL INJURY	§	
BENEFIT PLAN, CIMA	§	
TRANSPORTATION, INC.	§	3:12-cv-0399-B
OCCUPATIONAL INJURY BENEFIT	§	
PLAN; ONEBEACON AMERICA	§	
INSURANCE COMPANY; HOMELAND	§	
INSURANCE COMPANY OF	§	
NEW YORK AND AIM BENEFIT	§	
SERVICES, INC.	§	
Defendants	§	

1. Defendants admit that Plaintiff seeks the referenced relief. Defendants denies that Plaintiff's allegations state any viable claims against Defendants and further denies that Plaintiff is entitled to any relief against Defendants . Except as expressly admitted herein, Defendants deny any remaining allegations contained in Paragraph 1

2. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2. Except as expressly admitted herein, Defendants deny any remaining allegations contained in Paragraph 2.

I.
ANSWER

1. Defendants admit the allegations of Paragraph 1.
2. Defendants admit the allegations of Paragraph 2.
3. Defendants admit the allegations of Paragraph 3.
4. Defendants admit the allegations of Paragraph 4.

5. Defendants admit the allegations of Paragraph 5.

6. Defendants admit the allegations of Paragraph 6.

7. Defendants admit that Plaintiff seeks the referenced relief. Defendants deny that Donald Maddox is a Participant under Texas Occupational Injury Benefit Plan or that One Beacon America Insurance Company provides or administers an ERISA Plan which covers Donald Maddox.

8. Defendants admit the allegations of Paragraph 8.

9. Defendants are without knowledge or information to form a belief as to the truth of the allegations contained in the first and third sentences of Paragraph 9. Defendants admit that at the time of the incident Plaintiff was a beneficiary and participant under an ERISA employment benefit plan. However, only some of the Defendants were involved in the creation and administration of that Plan. Other Defendants were not involved and are not proper parties to this suit. Defendants deny the remainder of the allegations in Paragraph 9.

10. Defendants deny the allegations of Paragraph 10.

II. **PRAYER FOR RELIEF**

Defendants deny the prayer for relief in its entirety. Defendants further denies that Plaintiff is entitled to any judgment against them in any sum whatsoever. Defendants further deny every allegation of the Complaint not specifically admitted above.

III. **FIRST DEFENSE**

Plaintiff is barred from obtaining any of the relief demanded in this action based on the express terms and provisions of the applicable ERISA Plan and related documents.

Respectfully submitted,

GIBSON LAW FIRM

By: /s/ Dennis D. Gibson

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Counsel for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies on this 17th day of December, 2012, a copy of the foregoing document has been sent to counsel of record as follows:

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